

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

ARGISHTI TIGRANYAN,

Plaintiff,

V.

MERRICK B. GARLAND,
ATTORNEY GENERAL OF THE
UNITED STATES, et al.,

Defendants.

Case No. 2:24-cv-00741-SPG-RAO

STIPULATED PROTECTIVE ORDER¹

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted, including case-specific, asylum-related, or private information relating to Plaintiff. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to

¹ This Stipulated Protective Order is substantially based on the model protective order provided under Magistrate Judge Rozella A. Oliver's Procedures.

1 discovery and that the protection it affords from public disclosure and use extends
2 only to the limited information or items that are entitled to confidential treatment
3 under the applicable legal principles.

4 **B. GOOD CAUSE STATEMENT**

5 As contemplated by the Court’s Civil Pretrial Schedule and Trial Order, the
6 parties anticipate the filing of a Certified Administrative Record of the Plaintiff’s
7 asylum application filed with Defendant United States Citizenship and Immigration
8 Services on or about July 14, 2020 (the “CAR”). *See* Civil Pretrial Schedule and
9 Trial Order, Dkt. 26-1; Joint Rule 26(f) Discovery Plan, Dkt. 21. The CAR is likely
10 to contain personally identifiable information and information regarding the
11 Plaintiff’s asylum application including information regarding Plaintiff’s prior
12 persecution and fear of future persecution that is protected by law. *See* 8 C.F.R. §
13 208.6 (governing the disclosure of information contained in or pertaining to any
14 asylum application). Disclosure of asylum-related information may subject an
15 asylum applicant to retaliatory measures by government authorities or non-state
16 actors in the event that an asylum applicant is repatriated, or endanger the security
17 of the applicant’s family members still residing in the applicant’s country of origin.
18 *See* USCIS Fact Sheet: Federal Regulation Protecting the Confidentiality of Asylum
19 Applicants, *available at* <https://www.uscis.gov/sites/default/files/document/factsheets/Asylum-ConfidentialityFactSheet.pdf> (last visited September 10, 2024).

21 Accordingly, to expedite the flow of information, to facilitate the prompt
22 resolution of disputes over confidentiality of discovery materials, to adequately
23 protect information the parties are entitled to keep confidential, to ensure that the
24 parties are permitted reasonable necessary uses of such material in preparation for
25 and in the conduct of trial, to address their handling at the end of the litigation, and
26 serve the ends of justice, a protective order for such information is justified in this
27 matter. It is the intent of the parties that information will not be designated as
28 confidential for tactical reasons and that nothing be so designated without a good

1 faith belief that it has been maintained in a confidential, non-public manner, and
2 there is good cause why it should not be part of the public record of this case.

3 **C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL**

4 The parties further acknowledge, as set forth in Section 12.3, below, that this
5 Stipulated Protective Order does not entitle them to file confidential information
6 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed
7 and the standards that will be applied when a party seeks permission from the court
8 to file material under seal.

9 There is a strong presumption that the public has a right of access to judicial
10 proceedings and records in civil cases. In connection with non-dispositive motions,
11 good cause must be shown to support a filing under seal. *See Kamakana v. City and*
12 *County of Honolulu, 447 F.3d 1172, 1176 (9th Cir. 2006); Phillips v. Gen. Motors*
13 *Corp., 307 F.3d 1206, 1210-11 (9th Cir. 2002); Makar-Welbon v. Sony Electrics,*
14 *Inc., 187 F.R.D. 576, 577 (E.D. Wis. 1999)* (even stipulated protective orders
15 require good cause showing), and a specific showing of good cause or compelling
16 reasons with proper evidentiary support and legal justification, must be made with
17 respect to Protected Material that a party seeks to file under seal. The parties' mere
18 designation of Disclosure or Discovery Material as CONFIDENTIAL does not—
19 without the submission of competent evidence by declaration, establishing that the
20 material sought to be filed under seal qualifies as confidential, privileged, or
21 otherwise protectable—constitute good cause.

22 Further, if a party requests sealing related to a dispositive motion or trial, then
23 compelling reasons, not only good cause, for the sealing must be shown, and the
24 relief sought shall be narrowly tailored to serve the specific interest to be protected.
25 *See Pintos v. Pacific Creditors Ass'n, 605 F.3d 665, 677-79 (9th Cir. 2010).* For
26 each item or type of information, document, or thing sought to be filed or introduced
27 under seal in connection with a dispositive motion or trial, the party seeking
28 protection must articulate compelling reasons, supported by specific facts and legal

1 justification, for the requested sealing order. Again, competent evidence supporting
2 the application to file documents under seal must be provided by declaration.

3 Any document that is not confidential, privileged, or otherwise protectable in
4 its entirety will not be filed under seal if the confidential portions can be redacted.
5 If documents can be redacted, then a redacted version for public viewing, omitting
6 only the confidential, privileged, or otherwise protectable portions of the document
7 shall be filed. Any application that seeks to file documents under seal in their
8 entirety should include an explanation of why redaction is not feasible.

9 **2. DEFINITIONS**

10 2.1 Action: *Argishti Tigranyan v. Merrick B. Garland, Attorney General, et*
11 *al.*, 2:24-cv-00741-SPG-RAO.

12 2.2 Challenging Party: a Party or Non-Party that challenges the
13 designation of information or items under this Order.

14 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
15 how it is generated, stored or maintained) or tangible things that qualify for
16 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
17 the Good Cause Statement, including the CAR, and

18 (i) Information, documents or tangible things protected by the Privacy
19 Act, 5 U.S.C. § 552a, et seq., or information that would be covered by the
20 Privacy Act if the subject of the information had been a U.S. citizen or a
21 person lawfully admitted for permanent residence;

22 (ii) Information, documents or tangible things—which may include, among
23 other things, Department of Homeland Security, Immigration and Customs
24 Enforcement and U.S. Citizenship and Immigration Services records
25 regarding law enforcement activities and operations, internal policies,
26 processes and procedures, and internal investigations—which contain
27 information that is law enforcement sensitive, for instance, information which
28 would be protected from disclosure under FOIA, 5 U.S.C. § 552, et seq.,

1 under the exemption found at 5 U.S.C. § 552(b)(7)(E).

2 (iii) Information contained in or pertaining to: (1) asylum claims or
3 applications, including applications for relief under the Convention Against
4 Torture (“CAT”) and refugee information;

5 (iv) Any identifying information that is not publicly available and qualifies
6 for protection under applicable law, statutes or regulations (including 8 C.F.R.
7 208.6), including, but not limited to: (i) the names, addresses, date of birth,
8 and “A” number of the particular individual(s) to whom information relates
9 and any other personally identifiable information identified in Federal Rule of
10 Civil Procedure 5.2; and (ii) any personally identifiable information related to
11 third parties other than the individual whose information is being sought;

12 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
13 their support staff).

14 2.5 Designating Party: a Party or Non-Party that designates information or
15 items that it files or produces in disclosures or in responses to discovery as
16 “CONFIDENTIAL.”

17 2.6 Disclosure or Discovery Material: all items or information, regardless
18 of the medium or manner in which it is generated, stored, or maintained (including,
19 among other things, testimony, transcripts, and tangible things) that are produced or
20 generated in disclosures or responses to discovery in this matter, including the CAR.

21 2.7 Expert: a person with specialized knowledge or experience in a matter
22 pertinent to the litigation who has been retained by a Party or its counsel to serve as
23 an expert witness or as a consultant in this Action.

24 2.8 House Counsel: attorneys who are employees of a party to this Action.
25 House Counsel does not include Outside Counsel of Record or any other outside
26 counsel.

27 2.9 Non-Party: any natural person, partnership, corporation, association or
28 other legal entity not named as a Party to this action.

1 2.10 Outside Counsel of Record: attorneys who are not employees of a
2 party to this Action but are retained to represent or advise a party to this Action and
3 have appeared in this Action on behalf of that party or are affiliated with a law firm
4 that has appeared on behalf of that party, and includes support staff.

5 2.11 Party: any party to this Action, including all of its officers, directors,
6 employees, consultants, retained experts, and Outside Counsel of Record (and their
7 support staffs).

8 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
9 Discovery Material in this Action.

10 2.13 Professional Vendors: persons or entities that provide litigation
11 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
12 demonstrations, and organizing, storing, or retrieving data in any form or medium)
13 and their employees and subcontractors.

14 2.14 Protected Material: any Disclosure or Discovery Material that is
15 designated as “CONFIDENTIAL.”

16 2.15 Receiving Party: a Party that receives Disclosure or Discovery
17 Material from a Producing Party.

18 3. SCOPE

19 The protections conferred by this Stipulation and Order cover not only
20 Protected Material (as defined above), but also (1) any information copied or
21 extracted from Protected Material; (2) all copies, excerpts, summaries, or
22 compilations of Protected Material; and (3) any testimony, conversations, or
23 presentations by Parties or their Counsel that might reveal Protected Material.

24 Any use of Protected Material at trial shall be governed by the orders of the
25 trial judge. This Order does not govern the use of Protected Material at trial.

26 4. DURATION

27 Once a case proceeds to trial, information that was designated as
28 CONFIDENTIAL or maintained pursuant to this protective order used or introduced

1 as an exhibit at trial becomes public and will be presumptively available to all
2 members of the public, including the press, unless compelling reasons supported by
3 specific factual findings to proceed otherwise are made to the trial judge in advance
4 of the trial. *See Kamakana*, 447 F.3d at 1180-81 (distinguishing “good cause”
5 showing for sealing documents produced in discovery from “compelling reasons”
6 standard when merits-related documents are part of court record). Accordingly, as
7 to such items, the terms of this protective order do not extend beyond the
8 commencement of the trial unless confidentiality statutory and regulatory
9 requirements prohibit such disclosure to the public in which case the terms of this
10 protective order will remain in place through trial or conclusion of this case.

11 Notwithstanding the above, the CAR shall remain subject to the provisions of
12 this protective order indefinitely.

13 5. USE OF CONFIDENTIAL INFORMATION IN COURT PROCEEDINGS

14 (a) Where a Party files (or seeks to file) a document with the Court that
15 contains Confidential Information, the Party shall comply with the procedures and
16 requirements of the Local Rules of this Court and shall properly redact any
17 Confidential Information contained in that document. Where redaction is not
18 feasible because the Confidential Information is relevant or essential to the paper(s)
19 being filed with the Court, the Party must conspicuously label the document, or
20 protected part thereof, as “CONFIDENTIAL” and submit such document, or
21 protected part thereof, to the Court with a motion requesting that it be filed under
22 seal, in accordance with the procedures set out in the local rules or other applicable
23 rules of this Court.

24 (b) In the event Confidential Information is used in any court proceeding in
25 this action, it shall not lose its protected status through such use, and the Party using
26 the information shall take all reasonable steps to protect its confidentiality during
27 such use.

28 6. DESIGNATING PROTECTED MATERIAL

1 6.1 Exercise of Restraint and Care in Designating Material for Protection.

2 Each Party or Non-Party that designates information or items for protection under
3 this Order must take care to limit any such designation to specific material that
4 qualifies under the appropriate standards. The Designating Party must designate for
5 protection only those parts of material, documents, items or oral or written
6 communications that qualify so that other portions of the material, documents, items
7 or communications for which protection is not warranted are not swept unjustifiably
8 within the ambit of this Order.

9 Mass, indiscriminate or routinized designations are prohibited. Designations
10 that are shown to be clearly unjustified or that have been made for an improper
11 purpose (e.g., to unnecessarily encumber the case development process or to impose
12 unnecessary expenses and burdens on other parties) may expose the Designating
13 Party to sanctions.

14 If it comes to a Designating Party's attention that information or items that it
15 designated for protection do not qualify for protection, that Designating Party must
16 promptly notify all other Parties that it is withdrawing the inapplicable designation.

17 6.2 Manner and Timing of Designations. Except as otherwise provided in
18 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
19 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
20 under this Order must be clearly so designated before the material is disclosed or
21 produced, or in the case of the CAR, designated in conformity with this Order at the
22 time of filing.

23 Designation in conformity with this Order requires:

24 (a) for information in documentary form (e.g., paper or electronic
25 documents, but excluding transcripts of depositions or other pretrial or trial
26 proceedings), that the Producing Party affix at a minimum, the legend
27 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that
28 contains protected material. If only a portion of the material on a page qualifies for

1 protection, the Producing Party also must clearly identify the protected portion(s)
2 (e.g., by making appropriate markings in the margins).

3 A Party or Non-Party that makes original documents available for inspection
4 need not designate them for protection until after the inspecting Party has indicated
5 which documents it would like copied and produced. During the inspection and
6 before the designation, all of the material made available for inspection shall be
7 deemed “CONFIDENTIAL.” After the inspecting Party has identified the
8 documents it wants copied and produced, the Producing Party must determine which
9 documents, or portions thereof, qualify for protection under this Order. Then,
10 before producing the specified documents, the Producing Party must affix the
11 “CONFIDENTIAL legend” to each page that contains Protected Material. If only a
12 portion of the material on a page qualifies for protection, the Producing Party also
13 must clearly identify the protected portion(s) (e.g., by making appropriate markings
14 in the margins).

15 (b) for information produced in some form other than documentary and
16 for any other tangible items, that the Producing Party affix in a prominent place on
17 the exterior of the container or containers in which the information is stored the
18 legend “CONFIDENTIAL.” If only a portion or portions of the information
19 warrants protection, the Producing Party, to the extent practicable, shall identify the
20 protected portion(s).

21 6.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
22 failure to designate qualified information or items does not, standing alone, waive
23 the Designating Party’s right to secure protection under this Order for such material.
24 Upon timely correction of a designation, the Receiving Party must make reasonable
25 efforts to assure that the material is treated in accordance with the provisions of this
26 Order.

27 7. CHALLENGING CONFIDENTIALITY DESIGNATIONS

28 7.1 Timing of Challenges. Any Party or Non-Party may challenge a

1 designation of confidentiality at any time that is consistent with the Court's
2 Scheduling Order.

3 7.2 Meet and Confer. The Challenging Party shall initiate the dispute
4 resolution process under Local Rule 37.1 et seq.

5 7.3 The burden of persuasion in any such challenge proceeding shall be on
6 the Designating Party. Frivolous challenges, and those made for an improper
7 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
8 parties) may expose the Challenging Party to sanctions. Unless the Designating
9 Party has waived or withdrawn the confidentiality designation, all parties shall
10 continue to afford the material in question the level of protection to which it is
11 entitled under the Producing Party's designation until the Court rules on the
12 challenge.

13 8. ACCESS TO AND USE OF PROTECTED MATERIAL

14 8.1 Basic Principles. A Receiving Party may use Protected Material that is
15 disclosed or produced by another Party or by a Non-Party in connection with this
16 Action only for prosecuting, defending or attempting to settle this Action. Such
17 Protected Material may be disclosed only to the categories of persons and under the
18 conditions described in this Order. When the Action has been terminated, a
19 Receiving Party must comply with the provisions of section 13 below (FINAL
20 DISPOSITION).

21 Protected Material must be stored and maintained by a Receiving Party at a
22 location and in a secure manner that ensures that access is limited to the persons
23 authorized under this Order.

24 8.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
25 otherwise ordered by the court or permitted in writing by the Designating Party, a
26 Receiving Party may disclose any information or item designated
27 "CONFIDENTIAL" only to:

28 (a) the Receiving Party's Outside Counsel of Record in this Action, as

1 well as employees of said Outside Counsel of Record to whom it is reasonably
2 necessary to disclose the information for this Action;

3 (b) the officers, directors, and employees (including House Counsel) of
4 the Receiving Party to whom disclosure is reasonably necessary for this Action;

5 (c) Experts (as defined in this Order) of the Receiving Party to whom
6 disclosure is reasonably necessary for this Action and who have signed the
7 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

8 (d) the court and its personnel;

9 (e) court reporters and their staff;

10 (f) professional jury or trial consultants, mock jurors, and Professional
11 Vendors to whom disclosure is reasonably necessary for this Action and who have
12 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

13 (g) the author or recipient of a document containing the information or a
14 custodian or other person who otherwise possessed or knew the information; and

15 (i) any mediator or settlement officer, and their supporting personnel,
16 mutually agreed upon by any of the parties engaged in settlement discussions.

17 9. **PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**
18 **IN OTHER LITIGATION**

19 If a Party is served with a subpoena or a court order issued in other litigation
20 that compels disclosure of any information or items designated in this Action as
21 “CONFIDENTIAL,” that Party must:

22 (a) promptly notify in writing the Designating Party. Such notification
23 shall include a copy of the subpoena or court order;

24 (b) promptly notify in writing the party who caused the subpoena or order
25 to issue in the other litigation that some or all of the material covered by the
26 subpoena or order is subject to this Protective Order. Such notification shall include
27 a copy of this Stipulated Protective Order; and

28 (c) cooperate with respect to all reasonable procedures sought to be

1 pursued by the Designating Party whose Protected Material may be affected.

2 If the Designating Party timely seeks a protective order, the Party served with
3 the subpoena or court order shall not produce any information designated in this
4 action as “CONFIDENTIAL” before a determination by the court from which the
5 subpoena or order issued, unless the Party has obtained the Designating Party’s
6 permission. The Designating Party shall bear the burden and expense of seeking
7 protection in that court of its confidential material and nothing in these provisions
8 should be construed as authorizing or encouraging a Receiving Party in this Action
9 to disobey a lawful directive from another court.

10. **UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

11 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
12 Protected Material to any person or in any circumstance not authorized under this
13 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
14 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
15 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
16 persons to whom unauthorized disclosures were made of all the terms of this Order,
17 and (d) request such person or persons to execute the “Acknowledgment and
18 Agreement to Be Bound” that is attached hereto as Exhibit A.

19. **INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
20 **PROTECTED MATERIAL**

21 When a Producing Party gives notice to Receiving Parties that certain
22 inadvertently produced material is subject to a claim of privilege or other protection,
23 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
24 Procedure 26(b)(5)(B). This provision is not intended to modify whatever
25 procedure may be established in an e-discovery order that provides for production
26 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and
27 (e), insofar as the parties reach an agreement on the effect of disclosure of a
28 communication or information covered by the attorney-client privilege or work

1 product protection, the parties may incorporate their agreement in the stipulated
2 protective order submitted to the court.

3 **12. MISCELLANEOUS**

4 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
5 person to seek its modification by the Court in the future.

6 12.2 Right to Assert Other Objections. By stipulating to the entry of this
7 Protective Order, no Party waives any right it otherwise would have to object to
8 disclosing or producing any information or item on any ground not addressed in this
9 Stipulated Protective Order. Similarly, no Party waives any right to object on any
10 ground to use in evidence of any of the material covered by this Protective Order.

11 12.3 Filing Protected Material. A Party that seeks to file under seal any
12 Protected Material must comply with Local Civil Rule 79-5. Protected Material
13 may only be filed under seal pursuant to a court order authorizing the sealing of the
14 specific Protected Material at issue. If a Party's request to file Protected Material
15 under seal is denied by the court, then the Receiving Party may file the information
16 in the public record unless otherwise instructed by the court.

17 **13. FINAL DISPOSITION**

18 After the final disposition of this Action, as defined in paragraph 4, within 60
19 days of a written request by the Designating Party, each Receiving Party must return
20 all Protected Material to the Producing Party or destroy such material. As used in
21 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,
22 summaries, and any other format reproducing or capturing any of the Protected
23 Material. Whether the Protected Material is returned or destroyed, the Receiving
24 Party must submit a written certification to the Producing Party (and, if not the same
25 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies
26 (by category, where appropriate) all the Protected Material that was returned or
27 destroyed and (2) affirms that the Receiving Party has not retained any copies,
28 abstracts, compilations, summaries or any other format reproducing or capturing any

1 of the Protected Material. Notwithstanding this provision, Counsel are entitled to
2 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing
3 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
4 reports, attorney work product, and consultant and expert work product, even if such
5 materials contain Protected Material. Any such archival copies that contain or
6 constitute Protected Material remain subject to this Protective Order as set forth in
7 Section 4 (DURATION).

8 **14. VIOLATION**

9 Any violation of this Order may be punished by appropriate measures including,
10 without limitation, contempt proceedings and/or monetary sanctions.

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1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.
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3 DATED: September 10, 2024
4

5 SARIAN LAW GROUP APLC
6

7 /s/ Artem Sarian
8 ARTEM SARIAN
9

10 Attorney for Plaintiff
11

12 DATED: September 10, 2024
13

14 E. MARTIN ESTRADA
15

16 United States Attorney
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18 DAVID M. HARRIS
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20 Assistant United States Attorney
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22 Chief, Civil Division
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26 Assistant United States Attorney
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28 Chief, Complex and Defensive Litigation Section
29

30 /s/ Richard C. Burson
31

32 RICHARD C. BURSON
33 Special Assistant United States Attorney
34

35 Attorneys for Defendant
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37 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.
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39 DATED: 9/16/2024
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41 Rozella A. Oliver
42

43 HON. ROZELLA A. OLIVER
44 United States Magistrate Judge
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of *Argishti Tigranyan v. Merrick B. Garland, Attorney General, et al.*, 2:24-cv-00741-SPG-RAO. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ [print or type full name] of
_____ [print or type full address and
telephone number] as my California agent for service of process in connection with
this action or any proceedings related to enforcement of this Stipulated Protective
Order.

Date:

City and State where sworn and signed:

Printed name:

Signature: